



**CITY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
DIVISION OF ENGINEERING
ONE CONNERS BOULEVARD
ALBANY, NY 12204**

**REQUEST FOR PROPOSALS
FOR
ARCHITECTURAL / ENGINEERING SERVICES**

**PROPOSALS DUE: NOVEMBER 14, 2018
AT 12:00 PM NOON**

**RESTORATION & IMPROVEMENTS PROJECT TO
VARIOUS CITY OWNED BUILDING - 2019**

RFP 2018:32

OCTOBER 22, 2018

**REQUEST FOR PROPOSALS
FOR THE PROVISION OF
PROFESSIONAL
ARCHITECTURAL / ENGINEERING SERVICES**

**RESTORATION & IMPROVEMENT PROJECT TO
VARIOUS CITY OWNED BUILDINGS - 2019**

City of Albany, New York

IMPORTANT NOTICE:

A restricted period under the Procurement Lobbying Law is currently in effect for this Procurement and it will remain in effect until approval of the Contract. Proposers are prohibited from contact related to this procurement with any City of Albany employee other than the designated contacts listed below refer to:

Designated Contacts for this Procurement:

For Project Specific Clarifications:.....Patrick J. McCutcheon

For Public Procurement Process Clarifications:Angelica Kang

SECTION 1: PURPOSE

1.1 The City of Albany requests proposals from qualified Architectural / Engineering firms to provide professional services for restoration and improvements to the following City owned buildings:

- Albany Visitor Center – 21 Quackenbush Square
- Lincoln Park Bath House – 164 Delaware Avenue
- Engine #9 - Delaware Avenue
- Engine #11 – 441 New Scotland Avenue

Minority Business Enterprises and Women's Business Enterprises are encouraged to submit proposals.

SECTION 2: RECEIPT OF PROPOSALS

- 2.1 Three (3) copies of the proposal along with a CD with the proposal in PDF Format must be received in a sealed envelope marked **“Proposal Enclosed - Professional Services – Restoration & Improvement Project To Various City Owned Buildings“** no later than **November 14, 2018 at 12:00 noon** at the following address:

Angelica Kang
Assistant Corporation Counsel
City Hall – Room 106
24 Eagle Street
Albany New York, 12207

- 2.2 The cost proposal shall be included in a separately sealed envelope within the proposal submittal such that it may be reviewed independent of the remainder of the proposal.
- 2.3 Each proposal submitted will be the document upon which the City of Albany will make its initial judgment regarding each proposer's qualifications, methodology, and ability to provide the requested services.
- 2.4 Those submitting proposals do so entirely at their own expense. There is no expressed or implied obligation by the City to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the City, or participating in any selection interviews.
- 2.5 Submission of any proposal indicates an acceptance of the conditions contained in this Request unless the submitted proposal clearly and specifically states otherwise.
- 2.6 The City of Albany reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities, require supplemental statements or information from any responsible party, negotiate potential contract terms with any respondent to this RFP, have discussions with any respondent to this RFP to correct and/or clarify responses which do not conform to the instructions contained herein and to disregard all non-conforming, non-responsive or conditional proposals.
- 2.7 The City of Albany reserves the right to award the work, in whole or in part, to one or more firms and individuals.
- 2.8 Any award of the consulting services work shall be conditioned on the later execution of a formal written contract. The City of Albany reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written contract.
- 2.9 Respondents shall avoid submission of marketing materials.

- 2.10 All information submitted in response to this RFP is subject to the Freedom of Information Law (FOIL), which generally mandates the disclosure of documents in the possession of the City upon the request of any person unless the content of the document falls under a specific exemption to disclosure.

SECTION 3: QUALIFICATIONS OF PROPOSER:

- 3.1 Each proposer shall provide a statement of qualifications including:
- a. A brief history and description of the firm submitting the proposal.
 - b. Identification of the firm's professional staff members who will be assigned to this project if the firm's proposal is selected. Include a resume for each such professional staff member that details qualifications, years and types of experience, education, accomplishments, etc. Specify the extent of the availability and commitment of each such professional staff member who will be assigned to this project if the firm's proposal is selected.
 - c. At least three (3) references, including contact names, addresses, and telephone numbers.
 - d. A signed cover letter from a person within the firm who is authorized to make representations on behalf of the firm and to bind the firm.
 - e. A comprehensive description of the firm's experience in similar projects.
 - f. Any additional information which would serve to distinguish the firm from other firms submitting proposals such as examples of work on projects similar to the project contemplated by this RFP, any special expertise or experience of the firm, etc.
- 3.2 The City of Albany may make such inquiries it deems necessary to determine the ability of each proposer to perform the services contemplated by this RFP. Proposers shall promptly furnish all information and data for this purpose as may be subsequently requested by the City of Albany.

SECTION 4: SCOPE OF SERVICES:

4.1 GENERAL:

The selected firm will be responsible for providing all data collection, plan development, and architectural / engineering services as required to renovate the roofs & wall systems. Based on our limited site investigations, the City of Albany has developed a preliminary scope of work for each location. This information is provided for information and proposal purposes only and does not limit the obligation of the successful firm from providing a comprehensive roof and masonry condition survey

and rehabilitation design. Each proposing firm is expected to visit each project site prior to submitting their proposal to review this preliminary scope of work against the actual roof conditions.

The following information is provided for your information:

Albany Visitors Center – 21 Quackenbush Square

The building originally served as a water pumping station for Albany. The building currently houses a museum gallery, planetarium and special exhibits and events featuring the history and culture of the Capital Region that are scheduled throughout the year.

There are three items for this building that need attention:

1. Repair the existing wood ceiling suspension system along the south edge of the gift shop.
2. Repair / replace the existing windows on the south side of the storefront entry. The existing seals have failed and are no longer energy efficient and allow condensation in between the glass panels.
3. Entry doors do not close correctly. Make suggestions to repair or replace.

Lincoln Park Bath House – 164 Delaware Avenue

The bath house was constructed in 1930 and is found in the lower section of Lincoln Park between Dr. Martin Luther King Boulevard and Eagle Street. There is a need to replace parts of the existing fascia and soffit along the west side of the building and in particular the northwest corner. There may be a need to replace rafter tails in this area.

The city also has a need to protect the double doors leading out from the second floor on to the portico roofs from the weather. Suggestions could range from a shutter configuration to Plexiglas with a wood frame that can easily be removed and stored away.

Engine #9 Fire House – 360 Delaware Avenue

The Engine #9 Fire House was designed by Marcus T. Reynolds in 1910 and built shortly thereafter. The building is treated as a historic building and is nick named "The Big House". This firehouse is home to Engine #9, Recue #9 and Ladder #4.

The scope of work on this building will be to remove and replace the existing passage doors. The Delaware Avenue passage door presently has a single leaf metal door that does not match the existing architecture. On the Marshall Street side of the

building there are two double leaf wood doors that were thought to be installed sometime in 1930. The thought here is to replace the doors and frames with a possible transom window replacement. These doors have gone through multiple minor repairs in years pass and are now beyond minor repair as the doors are no longer energy efficient and have sagged, warped and do not close properly. New, period hardware would be included in the scope of work.

Also include in the scope of work is repair of the green terracotta base jambs at the apparatus overhead doors with an Edison Coatings product.

Selected consultant shall research any historical documents that may be available (i.e. Hall of Records, NYS Bureau of Historical Preservation, etc.) that may indicate the original door styles and masonry materials.

Engine #11 – 441 New Scotland Avenue

Engine #11 is located at the corner of New Scotland Avenue and Maplewood Street. This building was constructed in 1926 and opened in April 1927. Presently this building is a single apparatus house and is of Tudor style architecture. The overhead doors are wooden and are starting to fail. The scope of work is to replace the overhead doors, wood surrounds and motorized openers. The doors should be insulated, have windows and match the current architectural style.

4.2 PROGRAM DEVELOPMENT PHASE :

- A) Attend a project kick-off meeting with the City of Albany to review the project objectives, goals, and project schedule.
- B) Review available drawings for the subject buildings.
- C) Conduct condition surveys at each of the proposed project sites. Condition survey shall include, but not be limited to: a comprehensive inspection, completion of all necessary field measurements, evaluation of structural system and wall systems.
- D) Identify any regulatory permits and/or approvals required.
- E) Conduct a survey to identify the presence of hazardous materials, including asbestos, lead paint, containerized materials, etc. that will affect the completion of this project. It is assumed that up to eight samples will be taken for testing purposes.
- F) Prepare existing conditions plan, develop the program for rehabilitation of the roofs, and prepare a budgetary cost estimate for the work.

- G) Prepare a report summarizing the above work and attend meetings with City officials to discuss the findings of the report and field investigations.
- H) Meet with representatives of the Albany Historic Commission as necessary to review proposed design.

4.3 DESIGN DEVELOPMENT PHASE:

- A) Prepare 60% complete drawings and outline specifications for the renovation(s) at each location.
- B) Prepare a detailed cost estimate for each location, including contingency and soft costs. If the cost estimate is not within the project budget \$130,000, modify the scope of the work prior to completing this design phase. Identify any self-help items that could be performed by City Maintenance personnel.
- C) Prepare outline specification defining all construction materials, components, and systems.
- D) Attend meetings with City staff to review the design development submittal.

4.4 CONTRACT DOCUMENT PHASE:

- A) Provide the City of Albany with final construction drawings, including abatement and/or encapsulation of hazardous materials and structural modifications, for distribution to prospective bidders and City use.
- B) All plans are to be signed and sealed by a New York State Professional Engineer/Registered Architect. Corporate stamps are not acceptable for certification of the contract Documents.
- C) Final contract documents will include standard City boiler plate which will be prepared by the City.
- D) Prepare a final cost estimate.
- E) Submit copies of 100% completed Contract Documents to the City for review and make any necessary modifications prior to bidding the project.

4.5 BID PHASE:

- A) Provide the City with Final Contract Documents for distribution to prospective bidders and for the City's use.
- B) Attend a pre-bid meeting to explain the project to prospective bidders and answer any questions.
- C) Assist the City in the preparation of any necessary addendum(s) to clarify questions related to the project and Contract Documents.
- D) Assist the City with the evaluation of bids and make a recommendation regarding the award of the contract.

4.6 CONTRACT OBSERVATION AND ADMINISTRATION PHASE:

- A) Attend the pre-construction meeting and semi-monthly project meetings.
- B) Make site visits as necessary to review the status and quality of the work for conformance to the Contract Documents, to resolve the contractor's Request(s) for Information (RFI) and to review necessary field changes.
- C) Review material submissions, shop drawings, and samples for conformance with the Contract Documents.
- D) Coordinate the selection of all material colors and finishes.
- E) Review and approve Contractor's applications for payment.
- F) Prepare and issue meeting minutes for all meetings, review and negotiate Contractor's change proposals, provide interpretations of the Contract Documents, respond to RFI's, etc.
- G) Issue a Notice of Substantial Completion with a punch list of all items that are not satisfactorily completed.
- H) Assist the City with project closeout, including final inspection and follow-up to ensure satisfactory completion of punch list items.
- I) Perform a follow-up inspection of the improvements ten (10) months after completion of the project. Inform the City and Contractor in writing of any items requiring correction.

4.7 PROJECT ADMINISTRATION:

- A) The City of Albany Department of General Services, Engineering Division will administer the project under the direction of Randall Milano, P.E. City Engineer. Patrick McCutcheon will be the Project Manager.

4.8 PROJECTED PROJECT SCHEDULE:

Notice to Proceed:.....	December 3, 2018
Program Report.....	January 7, 2019
Design Development (60%)	February 7, 2019
Construction Documents (99%).....	February 19, 2019
Final Contract Documents to City:	March 1, 2019
Bid Advertisement	March 5, 2019
Bid Opening	April 2, 2019
Contract Award.....	April 16, 2019
Contractor Start	May 8, 2019
Substantial Completion	July 31, 2019
Final Completion	August 9, 2019

4.9 PROJECT DELIVERABLES:

The following deliverables shall be submitted to the City for review:

Program Development Report:	Three (3) copies
Design Development Documents:.....	Three (3) copies
Final Contract Documents:.....	Fifteen (15) copies on compact disk in pdf format and 3 hard copies.
As-Built Contract Documents.....	One (1) copy on compact disk in pdf format.

SECTION 5. WORK PROPOSAL

- 5.1 Address the Scope of Services referenced in Section 4 above, including a detailed work plan and project approach that includes task definitions and methodology, milestones, and project schedule.

SECTION 6: COST PROPOSAL:

- 6.1 Provide the proposed cost breakdown for each services set forth in Section 4, Subsections 4.1 through 4.9.
- 6.2 Clearly set forth in detail any and all additional expenses for which you expect to be reimbursed. The proposal must, however, provide a guarantee that no additional fees will be charged to the City of Albany without prior written consent by the City.

SECTION 7: CONTRACT

- 7.1 The selected proposer(s) will be required to execute a contract with the City of Albany. A sample City of Albany Professional Services Agreement has been included for review.
- 7.2 **All requests for revisions to City of Albany Professional Services Agreement must be received on or before November 7, 2018.** All requests shall be made in writing to Patrick McCutcheon at the following address:
- DGS Division of Engineering
One Conners Blvd.
Albany, NY 12204
Phone: (518) 434-2387
E-mail:..... pmccutcheon@albanyny.gov
- 7.3 After that date, the City will no longer accept any requests for revision to the City of Albany Professional Services Agreement.

SECTION 8: DESIGN DELEGATION

- 8.1 Unless noted otherwise, the selected consultant will be responsible for the design and certification of all components of this project. Design delegation to the contractor of any component of this project is strictly prohibited without prior written consent from the City of Albany. It is critical that the selected consultant takes complete responsibility for the design of the work and avoids delegation of design to others.
- 8.2 If the Consultant wants to delegate design, he/she must request in a letter to the City Engineer that delegation be authorized, explain specifically why for each case, and state that the work is ancillary to the project. The City Engineer will review the request and provide a written reply. In the event the request is denied, no additional compensation will be paid to the Consultant.
- 8.3 In all cases when design is delegated, the Consultant shall provide the layout, loading, performance requirements, geometry, referenced standards and all other design parameters required so the Contractor's design professional is able to design the components or systems. The Consultant shall be responsible to review and approve the Contractor's submittal for conformance with the design concept.

SECTION 9: PROPOSAL EVALUATION:

- 9.1 Proposals shall remain valid until the execution of a contract by the City of Albany or January 4, 2019 whichever comes first.
- 9.2 Proposals shall be examined and evaluated by the City of Albany, Engineering Division and the Corporation Counsel's Office to determine which Proposal provides the most favorable system in the most cost effective manner. The Proposal should be thorough, comprehensive, detailed and meet the requirements of this RFP. A recommendation will be made for a contract award to the Proposal with the overall best qualified proposal based on all the following criteria:
- ❖ Proposer's demonstrated capabilities, professional qualifications, and experience.
 - ❖ The wherewithal of the proposer(s) to render the requested services to the City in a timely fashion.
 - ❖ Total proposed cost.
 - ❖ Completeness of the proposal.
- 9.3 The selection of a proposal will not be based solely on a monetary evaluation. Considerable weight will be given to experience in the areas required and the track record of the proposer(s).

SECTION 10: ALTERNATIVES:

- 10.1 Proposals may include alternative matters or items not specified or requested in this RFP. However, all such alternatives matters or items must be listed separately from the proposal and the cost(s) thereof must be separate and itemized.

SECTION 11: INDEMNIFICATION:

- 11.1 The selected proposer will be required to defend, indemnify, and save harmless the City of Albany, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses, and expenses.

SECTION 12: REQUEST FOR PROPOSAL CLARIFICATION:

- 12.1 All inquiries with respect to this Request for Proposals shall be directed to Patrick McCutcheon at the following address:

For project specific clarifications:

Patrick McCutcheon
DGS Division of Engineering
One Conners Blvd.
Albany, NY 12204
Phone: (518) 434-2387
Fax: (518) 434-5696
E-mail:..... pmccutcheon@albanyny.gov

For public procurement process clarifications:

Angelica Kang
Assistant Corporation Counsel
Department of Law
City Hall, Room 106
24 Eagle Street
Albany, New York 12207
Phone: (518) 434-5050
E-mail:..... kmiller@albanyny.gov

- 12.2 All questions about the meaning or intent of the specifications shall be submitted **in writing**. Replies will be posted via the City's website: <http://www.albanyny.gov/NewsandEvents/RFPs.aspx>, along with the electronic version of this RFP. Questions received less than four (4) business days prior to the date of submission of proposals will not be answered. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.
- 12.3 In addition, any changes, additions or deletions to this RFP will also be posted on the City's website: <http://www.albanyny.gov/NewsandEvents/RFPs.aspx>, along with the electronic version of this RFP. Respondents are urged to check the City's website frequently for notices of any clarification of or changes, additions, or deletions to this RFP.

OTHER THAN THE CONTACT IDENTIFIED ABOVE, PROSPECTIVE RESPONDENTS SHALL NOT APPROACH THE CITY'S EMPLOYEES DURING THE RESTRICTED PERIOD OF THIS RFP PROCESS ABOUT ANY MATTERS RELATED TO THIS RFP OR ANY QUALIFICATIONS SUBMITTED PURSUANT THERETO.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS:

- 13.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.
- 13.2 If within twenty-four (24) hours after the proposals are opened, any proposer files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its proposal, that proposer may withdraw its proposal. Thereafter, that proposer will be disqualified from further proposal on the work.

SECTION 14: INSURANCE AND SECURITY REQUIREMENTS:

- 14.1 The selected proposer will be required to procure and maintain at its own expense the following insurance coverage:
 - A) Workers' Compensation and Employer's Liability Insurance: Must show evidence of Worker's Compensation insurance at State statutory limits, a policy or policies providing protection for employees in the event of job-related injuries;
 - B) General Liability Insurance: A policy or policies of comprehensive general liability insurance of general liability limits of \$1,000,000 per occurrence/\$2,000,000 aggregate;
 - C) Errors and Omissions Insurance: A policy or policies of errors and omissions insurance with limits of not less than one million dollars (\$1,000,000.00). Said insurance must be issued by an insurer licensed to do business in the State of New York and must have an A.M. Best rating of not less than "A"; and
 - D) Automobile Liability Insurance: In the event that Respondent is using a vehicle in business, a policy or policies of comprehensive automobile liability insurance with limits of not less than \$1,000,000 for each accident because of bodily injury, sickness, or disease, including death at any time, resulting therefrom, sustained by any person caused by accident; and a policy or policies with limits of not less than \$1,000,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobiles, including owned, non-owned and hired.

- 14.2 Each policy of insurance required shall be in form and content satisfactory to the City of Albany, and shall provide that:
- A) The City of Albany is named as additional insured on a primary and non-contributing basis.
 - B) Said insurance must be issued by an insurer licensed to do business in the State of New York and must have an A.M. Best rating of not less than "A".
 - C) The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Albany.
 - D) The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Albany is given sixty (60) days written notice to the contrary.
- 14.3 No work shall commence under the contract until the selected proposer has delivered to the City of Albany or its designee proof of issuance of all policies of insurance required by the Contract to be procured by the selected proposer. If at any time, any of said policies shall be or become unsatisfactory to the City, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of the selected proposer to furnish, deliver, and maintain such insurance as above provided, the contract may, at the election of the City, be declared suspended, discontinued or terminated. Failure of the selected proposer to procure and maintain any required insurance shall not relieve the selected proposer from any liability under the contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected proposer concerning indemnification.

SECTION 15: NON-COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGMENT:

- 15.1 Each proposer shall complete and submit with its, his, or her proposal the "Non-Collusive Proposal Certificate" and the "Acknowledgment" found on the pages 117 and 18 of this RFP.

SECTION 16: PROCUREMENT FORMS AND REQUIREMENTS:

- 16.1 Additional requirements for this RFP are described below. Relevant statements, where required to be submitted, must be executed and included in the submission in the following order: 1. Iran Divestment Act Statement and 2. Non-Discrimination and Diversity Requirements.

- 16.2 Iran Divestment Act: Every Proposal made to the City must contain the following statement, signed by the Respondent on company letterhead and affirmed as true under penalty of perjury:

"By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law."

The list in question is maintained by the New York State Office of General Services. For further information and to view this list please go to:

<http://www.ogs.ny.gov/about/regs/ida.asp>

- 16.3 Non-Discrimination and Diversity Requirements: Pursuant to Federal laws and regulations, the New York State Executive Law Article 15-A and the City of Albany General Code Chapter 48, Article III Omnibus Human Rights Law, the City recognizes its obligation under the law to prevent discrimination on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency and to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of City contracts.

In furtherance of these rules and principles, the City of Albany highly encourages the participation of certified minority- and women-owned business enterprises ("MWBE") at the City's goal levels and the employment of minority groups' members and women in the performance of its contracts. The City of Albany hereby notifies all Consultants submitting a proposal that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency in consideration for award.

Further, every Proposal made to the City must contain the following statement, signed by the Respondent on company letterhead and affirmed as true under penalty of perjury:

"The Respondent, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency in the selection and retention of subcontractors, including procurements of materials and

leases of equipment. The Respondent will not participate directly or indirectly in the discrimination prohibited by the federal, state and local laws and regulations, including employment practices. In all solicitations, either by competitive bidding, or negotiation made by the Respondent for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Respondent of the Respondent's obligations under this Statement and the federal, state and local laws and regulations relative to Non-discrimination on the grounds of race, sex, creed, color, religion, national origin, sexual orientation, gender, age, disability, marital or domestic partner, or English proficiency."

SECTION 17: SUBMISSION REQUIREMENTS:

- 17.1 All Proposers shall be required to submit a complete proposal. As outlined in this RFP, all proposals shall include the following:
- A) Statement of Qualifications as outlined in Section 3.
 - B) Work Proposal as outlined in Section 5.
 - C) Cost Proposal as outlined in Section 6.
 - D) Non-Collusive Proposal Certificate and Acknowledgment Form as outlined in Section 15
 - E) Iran Divestment Act statement, as outlined in Section 16.
 - F) Non-Discrimination and Diversity statement, as outlined in Section 16.
- 17.2 Failure to include all of the above items may result in the proposal being considered nonresponsive.

NON-COLLUSIVE PROPOSAL CERTIFICATE
PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-D

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in the proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Signature)

(Print Name and Title)

(Name of Partnership or Corporation)

(Date)

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he/she/they severally acknowledged to me that he/she/they executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20__, before me personally appeared _____ to me known, who, being by me sworn, did say that he/she is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he/she knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he/she signed his/her name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20__, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

AGREEMENT
BY AND BETWEEN
THE CITY OF ALBANY
AND

FOR THE PROVISION OF
PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES

Agreement made _____, 2018 by and between the CITY OF ALBANY, a New York municipal corporation with its principal offices at 24 Eagle Street, Albany, New York, 12207 (hereinafter referred to as the "CITY") and _____, a New York corporation with its principal offices located at _____ (hereinafter referred to as the "ARCHITECT/ENGINEER").

WITNESSETH

WHEREAS, the CITY issued a Request for Proposals dated October 22, 2018 (which is hereinafter referred to as the "RFP" and which is attached hereto as Exhibit "A", incorporated herein, and made a part of this Agreement) for the provision of professional ARCHITECTURAL/ENGINEERING services in connection with the **Restoration & Improvement Project to Various City Owned Buildings – 2019**; and

WHEREAS, the ARCHITECT/ENGINEER submitted a Proposal dated November 14, 2018 (which is hereinafter referred to as the "Proposal" and which is attached hereto as Exhibit "B", incorporated herein, and made a part of this Agreement) for the provision of said professional ARCHITECTURAL/ENGINEERING services; and

WHEREAS, the CITY has selected ARCHITECT/ENGINEER to provide the said professional ARCHITECTURAL/ENGINEERING services,

NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF THE MUTUAL COVENANTS SET FORTH IN THIS AGREEMENT, AGREE AS FOLLOWS:

ARTICLE I. SCOPE OF SERVICES

ENGINEER/ARCHITECT/CONSULTANT agrees to provide the Scope of Services for **Restoration & Improvement Project to Various City Owned Buildings – 2019** as forth in the CITY's RFP dated October 22, 2018, a copy of which is attached hereto and incorporated herein, and the Scope of Services as more specifically set forth in _____ of the ENGINEER/ARCHITECT Proposal, a copy of which is attached hereto and incorporated herein as Exhibit A. All services and deliverables shall be provided within the time period set forth in the CITY's RFP.

ARTICLE II. FEES

In consideration of the terms and obligations of this Agreement, the CITY agrees to pay, and the ARCHITECT/ENGINEER agrees to accept, fees as follows:

The ARCHITECT/ENGINEER shall submit to the CITY itemized bills, properly executed claim forms, vouchers, and such other necessary information or supporting documentation as may be required by the CITY in order to process payment.

ARTICLE III. RELATIONSHIP

The ARCHITECT/ENGINEER is, and will function as, an independent contractor under the terms of the Agreement and shall not be considered an agent or employee of the CITY for any purposes, and the employees of the ARCHITECT/ENGINEER shall not in any manner be, or be held out to be, agents or employees of the CITY.

ARTICLE IV. OWNERSHIP OF DOCUMENTS

All documents, including original drawings, estimates, specifications, field notes, and data prepared and furnished by the ARCHITECT/ENGINEER pursuant to this Agreement shall be the property of the CITY.

ARTICLE V. LICENSES

The ARCHITECT/ENGINEER shall at all times obtain and maintain all licenses required by the State of New York to perform the services contemplated by this Agreement.

ARTICLE VI. ASSIGNMENTS

The ARCHITECT/ENGINEER is, as per Section 109 of the New York General Municipal Law, prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of its right, title, or interest therein without the previous consent in writing of the CITY.

ARTICLE VII. INDEMNIFICATION

The ARCHITECT/ENGINEER shall defend, indemnify, and save harmless the CITY, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of ARCHITECT/ENGINEER, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses, and expenses.

ARTICLE VIII. INSURANCE

The ARCHITECT/ENGINEER will be required to procure and maintain at its own expense the following insurance coverage:

- (a) Workers' Compensation and Employer's Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.
- (b) General Liability Insurance: A policy or policies of comprehensive general liability insurance with limits of not less than one million dollars (\$1,000,000.00);
- (c) Errors and Omissions Insurance: A policy or policies of errors and omissions insurance with limits of not less than one million dollars (\$1,000,000.00).
- (d) Automobile Liability Insurance: A policy or policies of comprehensive automobile liability insurance with limits of not less than \$1,000,000 for each accident because of bodily injury, sickness, or disease, including death at any time, resulting therefrom, sustained by any person caused by accident; and a policy or policies with limits of not less than \$1,000,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobiles.

Each policy of insurance required shall be in form and content satisfactory to the City of Albany, and shall provide that:

- (a) The City of Albany is named as additional insured on a primary and non-contributing basis
- (b) Said insurance must be issued by an insurer licensed to do business in the State of New York and must have an A.M. Best rating of not less than "A".
- (c) The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Albany.
- (d) The insurance policies shall be automatically renewed upon expiration and continued in force unless the City of Albany is given sixty (60) days written notice to the contrary.

No work shall commence under the contract until the selected proposer has delivered to the City of Albany or its designee proof of issuance of all policies of insurance required by the Contract to be procured by the selected proposer. If at any time, any of said policies shall be or become unsatisfactory to the City, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of the selected proposer to furnish, deliver, and maintain such insurance as above provided, the contract may, at the election of the City, be declared suspended, discontinued or terminated. Failure of the selected proposer to procure and maintain any required insurance shall not relieve the selected proposer from any liability under the contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected proposer concerning indemnification..

ARTICLE IX. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the ARCHITECT/ENGINEER. Said records shall clearly identify the services provided under this Agreement. Such records shall be subject to periodic and final audit by the CITY upon request. Such records shall be accessible to the CITY for a period of six (6) years following the date of final payment by the CITY to the ARCHITECT/ENGINEER for the provision of the services contemplated herein.

ARTICLE X. PROFESSIONAL CONSULTING SERVICES

The ARCHITECT/ENGINEER shall not engage, contract with, or use of the services of any additional consultants without obtaining prior written approval by the CITY. The ARCHITECT/ENGINEER shall submit to the CITY for its approval a report of the scope of services to be provided by each of said consultants, with the latter's acknowledgement thereof. No provision of this Agreement and no approval by the CITY of the consultant's scope of services shall, however, be construed as an agreement between the CITY and any such consultant or with any person, firm, or corporation engaged by, contracted with, or whose services are utilized by the ARCHITECT/ENGINEER, or in any way affect the responsibilities of the ARCHITECT/ENGINEER hereunder. Unless otherwise agreed to in writing by the CITY, the fees of any consultants retained by the ARCHITECT/ENGINEER shall be deemed covered by the total sum to be paid by the CITY to the ARCHITECT/ENGINEER as set forth in Article II and the ARCHITECT/ENGINEER alone is responsible for their work.

ARTICLE XI. TERMINATION OF AGREEMENT

Notwithstanding any provisions of this agreement, the City of Albany shall have the right at any time, with or without cause, to terminate the services contemplated by this Agreement upon written notice of such termination. In the event of such termination of this Agreement, the ARCHITECT/ENGINEER shall be entitled to compensation for all services theretofore provided and authorized by the City pursuant to this Agreement in accordance with ARTICLE II of this Agreement.

ARTICLE XII. MODIFICATIONS

This Agreement may only be modified by a formal written amendment executed by the CITY and the ARCHITECT/ENGINEER.

ARTICLE XIII. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision, or paragraph of this Agreement shall be held unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, or paragraphs thereof.

ARTICLE XIV. CONTRACT DOCUMENTS

It is understood and agreed by the parties hereto that the following documents are incorporated into this Agreement and become as fully a part of this Agreement as if fully set forth herein:

- 1. The RFP dated October 22, 2018;
- 2. The Proposal dated November 14, 2018;

In the event of any discrepancy, disagreement, or ambiguity among the documents referenced above, said documents shall be given preference in the following order to interpret and to resolve any such discrepancy, disagreement, or ambiguity:

- i. This Agreement;
- ii. The RFP dated October 22, 2018;
- iii. The Proposal dated November 14, 2018

ARTICLE XV. NO WAIVER

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of the Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

ARTICLE XVI. GOVERNING LAW

This AGREEMENT shall be governed by and construed according to the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on the day and year first written above.

CITY OF ALBANY

ARCHITECT/ENGINEER

NOTARY ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF _____) ss.:

On this _____ day of _____, 2018, before me personally appeared _____, to me known to be the individual who executed the foregoing instrument, and who, being duly sworn by me did say that he/she is _____ of the architectural/engineering firm _____, and that he/she has the authority to sign same, and acknowledged that he/she executed the same as the act and deed of the firm.

Notary Public, State of New York
Qualified in _____
Commission Expires _____

NOTARY ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF _____) ss.:
CITY OF ALBANY)

On this _____ day of _____, 2018, before me personally came Katherine M. Sheehan, to me known and known to me to be the Mayor of the City of Albany, New York and the same person who executed the foregoing instrument; and she acknowledged that she executed the foregoing instrument on behalf of the City of Albany, New York as said Mayor pursuant to the authority vested in her.

Notary Public, State of New York
Qualified in _____
Commission Expires _____

EXHIBIT "A"

EXHIBIT ‘B’